

## PRE-PROPOSAL CONFERENCE

RFP 2000001713

### **PROFESSIONAL AUDIT SERVICES**

An optional pre-proposal conference will be held at 11:30 A.M. on August 27, 2015 at the Fairfax County Government Center, 12000 Government Center Parkway, Conference Room 8, Fairfax, Virginia. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

\*While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

All questions pertaining to this RFP should be submitted in writing to the contract specialist at [dpsmteam1@fairfaxcounty.gov](mailto:dpsmteam1@fairfaxcounty.gov) prior to the pre-proposal conference



# FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT  
12000 GOVERNMENT CENTER PARKWAY, SUITE 427  
FAIRFAX, VIRGINIA 22035-0013

www.fairfaxcounty.gov/dpsm

V I R G I N I A

TELEPHONE: (703) 324-3201 FAX: (703) 324-3228 TTY: 1-800-828-1140

<b>ISSUE DATE:</b> August 21, 2015	<b>REQUEST FOR PROPOSAL NUMBER:</b> RFP2000001713	<b>TITLE:</b> Professional Audit Services
<b>DEPARTMENT:</b> Finance	<b>DUE DATE/TIME:</b> September 18, 2015 at 2:00 P.M.	<b>CONTRACT SPECIALIST :</b> Jamie Pun, 703-324-3653 or ji.pun@fairfaxcounty.gov

**Proposals** - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

**Note:** Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

**NAME AND ADDRESS OF FIRM:**

Telephone/Fax No.:

E-Mail Address:

Federal Employer Identification No or

Federal Social Security No.(Sole  
Proprietor)

Prompt Payment Discount:

\_\_\_% for payment within \_\_\_days/net  
\_\_\_days

State Corporation Commission (SCC)  
Identification No.

**By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A, the Certification Regarding Ethics in Public Contracting set forth in Appendix B, and by any other relevant certification set forth in Appendix B.**

**BUSINESS CLASSIFICATION – Described in Appendix B - CHECK ONE:** ☐ LARGE (Y) ☐ SMALL (B)

☐ MINORITY-OWNED SMALL (X) ☐ MINORITY OWNED LARGE (V) ☐ WOMEN-OWNED SMALL (C)

☐ WOMEN OWNED LARGE (A) ☐ NON PROFIT (9)

CHECK ONE: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION

State in which Incorporated: \_\_\_\_\_

Vendor Legally Authorized  
Signature

Date

Print Name and Title

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Fairfax County Purchasing Agent at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013 until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION

(DPSM32) rev 8/2013



## **SPECIAL PROVISIONS**

### **1. SCOPE OF SERVICES:**

- 1.1. The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract or contracts through competitive negotiation for the provision of independent audit services by the County of Fairfax, Virginia.

### **2. PRE-PROPOSAL CONFERENCE:**

- 2.1. An optional pre-proposal conference will be held on August 27, 2015 at 11:30 A.M. in the Fairfax County Government Center, Conference Center Room 8, 12000 Government Center Parkway, Fairfax, Virginia. To request reasonable ADA accommodations, call the Department of Purchasing and Supply Management ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.
- 2.2. The purpose of the pre-proposal conference is to give potential Offerors an opportunity to ask questions and to obtain clarification about any aspect of this RFP. Offerors may submit any questions pertaining to the RFP, in writing, prior to the pre-proposal conference to [ji.pun@fairfaxcounty.gov](mailto:ji.pun@fairfaxcounty.gov).

### **3. CONTRACT PERIOD AND RENEWAL:**

- 3.1. This contract shall be for a term of five (5) years from the date of award. The contract shall cover the audits of five consecutive fiscal years. This includes audits for the fiscal years ending June 30, 2016, June 30, 2017, June 30, 2018, June 30, 2019, and June 30, 2020. After the initial term of five (5) years, the County reserves the right to renew the contract by mutual agreement, for three (3) additional years, one (1) year at a time or a combination of the years. This includes audits for fiscal years ending June 30, 2021, June 30, 2022 and June 30, 2023.
- 3.2. The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

### **4. BACKGROUND:**

- 4.1. The County of Fairfax, Virginia (County) is requesting proposals from licensed, qualified firms of certified public accountants to audit its financial statements and those of certain "other entities" and to perform certain other agreed-upon procedures. The Code of Virginia, Section 15.2-2511 requires the County to have all its accounts and records, including all accounts and records of its constitutional officers, audited annually as of June 30 by an independent certified public accountant in accordance with the specifications furnished by the Auditor of Public Accounts of the Commonwealth of Virginia (APA). The audits are to be conducted in accordance with the auditing standards set forth in Section 6.1. For possible official offering statement purposes, it is necessary that pencil-copy financial statements containing numbers that are not subject to change be completed by October 31. The County is required to submit

## **SPECIAL PROVISIONS**

- its audited financial statements together with its Comparative Report Transmittal Forms to the APA no later than November 30.
- 4.2. In addition, the County's Comprehensive Annual Financial Report (CAFR) is presented to the Fairfax County Board of Supervisors at its first public session in December (normally, held during the first week of December).
- 4.3. Government Structure
- a. The Fairfax County government is organized under the Urban County Executive form of government (as defined under Virginia law). The governing body of the County is the Board of Supervisors, which sets policy for the administration of the County. The Board of Supervisors comprises ten members: the Chairman elected at-large for a four-year term and one member from each of nine districts, elected for a four-year term by the voters of the district in which each member resides.
  - b. The Board of Supervisors appoints a County Executive to act as the administrative head of the County. The County Executive serves at the pleasure of the Board of Supervisors, carries out the policies established by the Board of Supervisors, directs business and administrative procedures, and recommends officers and personnel to be appointed by the Board of Supervisors.
  - c. Cities and counties in Virginia are discrete units of government that under Virginia law may not be overlapping districts. Fairfax County surrounds the City of Fairfax and is adjacent to the City of Falls Church and the City of Alexandria. Properties within these cities are not subject to taxation by Fairfax County, and the County generally is not required to provide governmental services to their residents. The County does, however, provide certain services to the city residents pursuant to inter-municipal agreements.
  - d. The incorporated towns of Clifton, Herndon, and Vienna are underlying units of government within the County. The ordinances and regulations of the County, with certain limitations prescribed by State law, are in effect. Properties in these towns are subject to County taxation, and the County provides certain services to their residents. These towns may incur general obligation bonded indebtedness without the approval of the County.
  - e. The elected twelve-member Fairfax County School Board sets general school policy and, within the framework of Virginia Board of Education regulations, establishes guidelines that will ensure the proper administration of the county school program. The Division Superintendent, supported by a leadership team comprised of a deputy superintendent, a division counsel, a director of operations, a chief academic officer, a chief operating officer, a chief of staff, and eleven assistant superintendents, manages the day-to-day operations of the schools.
  - f. The organizational charts for the County of Fairfax (Appendix C) and for the Fairfax County Public Schools (Appendix D) are attached.
  - g. The Department of Finance is the central oversight and coordinating department for the countywide audit of the County's financial statements, the County's Single Audit, as well as the separate audits of the other entities. The countywide audit will be led by the Audit Coordinator; the Single Audit will be led by the Financial Operations Division Chief.

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### 4.4. Available Financial Reports

- a. The County's Comprehensive Annual Financial Report (CAFR) for fiscal year ended June 30, 2014 may be accessed from the County's web site at <http://www.fairfaxcounty.gov/finance/cafr.htm>.
- b. Recent CAFRs or audited financial statements for the following "other entities" are also available from the County's or FCPS' web site:

Other Entities	Website URL
Integrated Sewer System (ISS)	<a href="http://www.fairfaxcounty.gov/dpwes/wastewater/cafr.htm">http://www.fairfaxcounty.gov/dpwes/wastewater/cafr.htm</a>
Fairfax County Employees' Retirement System (ERS)	<a href="http://www.fairfaxcounty.gov/retirement/retired_employees/publications.htm">http://www.fairfaxcounty.gov/retirement/retired_employees/publications.htm</a>
Fairfax County Police Officers Retirement System (PORS)	<a href="http://www.fairfaxcounty.gov/retirement/retired_police/publications.htm">http://www.fairfaxcounty.gov/retirement/retired_police/publications.htm</a>
Fairfax County Uniformed Retirement System (URS)	<a href="http://www.fairfaxcounty.gov/retirement/retired_uniformed/publications.htm">http://www.fairfaxcounty.gov/retirement/retired_uniformed/publications.htm</a>
Fairfax County Public Schools (FCPS)	<a href="http://www.fcps.edu/fs/comptroller/reports.shtml">http://www.fcps.edu/fs/comptroller/reports.shtml</a>
Educational Employees' Supplementary Retirement System of Fairfax County (ERFC)	<a href="http://www.fcps.edu/erfc/publications.shtml">http://www.fcps.edu/erfc/publications.shtml</a>
Fairfax County Redevelopment and Housing Authority (FCRHA) & its projects	<a href="http://www.fairfaxcounty.gov/rha/finance/">http://www.fairfaxcounty.gov/rha/finance/</a>
Fairfax County Park Authority (FCPA)	<a href="http://www.fairfaxcounty.gov/parks/annual-financial-report.htm">http://www.fairfaxcounty.gov/parks/annual-financial-report.htm</a>

- c. The County's Adopted Budget Plan for FY 2016, published by the Department of Management and Budget, is available from the County's web site at: <http://www.fairfaxcounty.gov/dmb/fy2016/adopted/fy2016-adopted-budget.htm>.

### 4.5. Fund Structure:

- a. The accounts of the reporting entity are organized on the basis of funds, each of which is considered to be a separate accounting entity. These funds may be comprised of a grouping of sub-fund accounts which serve other operational purposes. The operations of each fund are accounted for in a separate set of self-balancing accounts comprised of assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. For financial reporting purposes, the County includes all funds, agencies and authorities that are part of the primary government and its component units. A summary of the County's fund types is provided in Appendix F.

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### 4.6. Measurement Focus and Basis of Accounting:

- a. The governmental funds are reported using the current financial resources focus and the modified accrual basis of accounting. Under this method, revenue is recorded when it becomes susceptible to accrual, that is, when it becomes both measurable and available to finance expenditures of the period. Expenditures are accrued as liabilities when incurred, with the exception of interest on long-term debt and certain other long-term obligations which are recognized only to the extent they have matured. The economic resources measurement focus and the accrual basis of accounting are used for reporting the proprietary funds and the fiduciary funds and for government-wide reporting.

### 4.7. Retirement Plans

- a. The County participates in the following defined benefit retirement plans:
  1. Single-Employer Plans
    - Fairfax County Police Officers Retirement System - Covers sworn police officers.
    - Fairfax County Uniformed Retirement System - Covers uniformed employees within the Fire and Rescue Department, the Animal Shelter, and the Office of the Sheriff.
    - Educational Employees' Supplementary Retirement System of Fairfax County - Covers substantially all full-time employees of FCPS.
    - Fairfax County Employees' Retirement System - Covers substantially all County employees (including components) and certain FCPS employees who are not members of the other plans listed.
  2. Multiple-Employer Plan
    - Virginia Retirement System - Covers full time school teachers and administration personnel of FCPS.

### 4.8. Component Units

- a. In accordance with GASB Statement No. 14 (as amended), the following component units are included in the County's financial statements because of the significance of their operational or financial relationships with the County:
  1. Blended component units:
    - Solid Waste Authority of Fairfax County.
    - Small District One (McLean Community Center Fund).
    - Small District Five (Reston Community Center Fund).
    - Dulles Rail Phase I Transportation Improvement District.
    - Dulles Rail Phase II Transportation Improvement District.
    - Mosaic District Community Development Authority.

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2. Discretely presented component units:

- Fairfax County Public Schools (FCPS).
- Fairfax County Redevelopment and Housing Authority (FCRHA).
- Fairfax County Park Authority (FCPA).
- Fairfax County Economic Development Authority (FCEDA).

- b. The component units are to be audited as part of the audit of the County's financial statements.

4.9. Joint Ventures

- a. The County is a participant in the Upper Occoquan Sewage Authority (UOSA). UOSA was formed in 1971, by the Counties of Fairfax and Prince William and the cities of Manassas and Manassas Park to finance, construct and operate a regional sewage treatment facility. The County has no explicit and measurable financial interest in UOSA, but does have an ongoing financial responsibility for its share of UOSA's construction costs, operating costs and debt service.
- b. The County is a participant in the Northern Virginia Regional Park Authority (NVRPA), which was formed in 1959, together with the Counties of Arlington and Loudoun and the Cities of Alexandria, Falls Church and Fairfax. The County has no explicit and measurable financial interest in NVRPA, but does have an ongoing financial responsibility to provide funding to the NVRPA in direct proportion to its share of the region's population.

4.10. Accounting Systems

- a. Since November 2011 the County & Schools and its component units have used SAP as its primary accounting system (referred to as 'FOCUS'). FOCUS is used for funds management, grants management, fixed asset, general ledger, project system controlling, treasury, accounts receivable, accounts payable, banking, logistics (including inventory), vendor solicitation, human resources modules including benefits, payroll, and time entry. Note – the human resources modules are used by County only. The County also uses a number of other automated systems to support department/entity specific operational needs. The list below represents some of the other systems/applications that currently interface with FOCUS:

<b>Department/ Component Unit</b>	<b>System Name (Acronym)</b>	<b>Description of Application</b>
Human Resources - FCPS	Lawson	Personnel and payroll.
Tax Administration	Integrated Assessment System (IAS)	Real estate tax assessments, billing, collections and receivables.
Tax Administration	Assessment Licensing Information System (ALIS)	Personal property tax assessments, billing, collections and receivables.
Tax Administration	Business Data Base (BDB)	BPOL tax assessments, billing, collections and receivables.

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<b>Department/ Component Unit</b>	<b>System Name (Acronym)</b>	<b>Description of Application</b>
Tax Administration	INovah	Initial processing of payments received for real estate, personal property and BPOL taxes.
Retirement Administration	Pension Gold	Monthly pension payments to retirees.
Administration for Human Services	Harmony	Payments to service providers and recipients.
Family Services	Child Care Management System	Payments related to the Child Care Program.
FCRHA	Loan Processing System (LPS)	Loans to and payments from low-income homeowners for home improvement loans.
FCRHA	Yardi	Tenant receivables for FCRHA-owned properties and HUD Section 8 housing assistance payments.
FCCA	ParkNet	Park and recreation center revenue-generating activities.
Circuit Court	Jury Plus	Payments to jurors.

**4.11. Internal Audit Function**

- a. The Board of Supervisors established the Office of Internal Audit (OIA) in FY 1982 as an independent appraisal function to examine and evaluate County activities as a service to the County Executive and all levels of management. In this capacity, the OIA conducts financial, operational, information systems, and performance audits. In addition, internal auditors provide consulting services, conduct special investigations, and respond to management requests. To this end, internal auditing furnishes management with analyses, appraisals, recommendations, counsel, and information concerning the activities reviewed.

**4.12. Office of Financial and Program Audit**

- a. The Auditor of the Board and Office of Financial and Program Audit (OFPA) provides an independent means for determining the manner in which policies, programs, and resources authorized by the Board of Supervisors are being deployed by management and are consistent with the intent of the Board and in compliance with appropriate statutes, ordinances, and directives. The OFPA works under the guidance of the Board's Audit Committee.

**4.13. Availability of Prior Audit Reports and Working Papers**

- a. The County will use its best effort to make prior audit reports and supporting work papers available to the Contractor.



## **SPECIAL PROVISIONS**

### **5. TASKS TO BE PERFORMED:**

#### **5.1. Audit of the County's Financial Statements**

- a. The Contractor shall audit the County's basic financial statements and provide an audit report in which it expresses its opinion as to the fair presentation of the County's basic financial statements in conformity with U.S. generally accepted accounting (GAAP) principles. Part of the financial section of its Comprehensive Annual Financial Report (CAFR), the County's basic financial statements include the financial statements of its governmental activities, its business-type activities, its discretely presented component units, each major fund, and its aggregate remaining fund information.
- b. The Contractor shall subject County's combining and individual non-major fund financial statements to the same auditing procedures applied in the audit of the basic financial statements and to express its opinion on these statements in relation to the basic financial statements taken as a whole.
- c. The Contractor is not required to audit the required supplementary information (RSI), which includes the management's discussion and analysis, however, the Contractor shall be responsible for applying certain limited procedures to the RSI, as required by U.S. generally accepted auditing standards (GAAS). Also, the Contractor is not required to audit the introductory and statistical sections of the County's CAFR, however, the Contractor should review these sections for consistency with the financial section of the CAFR.

#### **5.2. Single Audit of Federally Funded Programs**

- a. The County participates in federally funded programs and, as such, must comply with the requirements of the Code of Federal Regulation, Title 2, Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance), Subparts A-E, effective for new grants and funding increments received on or after December 26, 2014, and Subpart F, effective for fiscal years beginning on or after December 26, 2014. The Uniform Guidance supersedes the requirements of the U.S. Office of Management and Budget Circulars A-87, A-102, and A-133. The Contractor shall be responsible for auditing the County's compliance with the Uniform Guidance and the terms and conditions of the awards for each of its major federal programs, for auditing the Schedule of Expenditures of Federal Awards (SEFA), and for reviewing and certifying the County's Data Collection Form and submission of its reporting package to the Federal Audit Clearinghouse. The Contractor shall issue the following as part of the Single Audit report:
  1. Report on compliance for each major federal program; report on internal control over compliance; and report on SEFA required by the Uniform Guidance.
  2. Report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.
  3. A schedule of findings and questioned costs.
  4. The County desires the Contractor to provide 50 printed and bound copies of the single audit reports.

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- a. The Contractor shall audit the separate basic financial statements and to provide separate audit reports in which it expresses its opinion as to the fair presentation of the basic financial statements in conformity with U.S. GAAP, for each of the “other entities” listed below.

<b>“Other Entity”<sup>3</sup></b>	<b>CAFR Prepared</b>	<b>Audit Report Deadline<sup>1</sup></b>	<b>Auditor to Provide Printed &amp; Bound Reports<sup>2</sup></b>
<b>Primary Government:</b>			
Integrated Sewer System (ISS) – The County’s enterprise fund.	Yes	October 9	No Print Copy
Fairfax County Employees’ Retirement System (ERS) – A pension trust fund of the County.	Yes	October 28	No Print Copy
Fairfax County Police Officers Retirement System (PORS) – A pension trust fund of the County.	Yes	October 28	No Print Copy
Fairfax County Uniformed Retirement System (URS) – A pension trust fund of the County.	Yes	October 28	No Print Copy
<b>Discretely Presented Component Units:</b>			
Fairfax County Public Schools (FCPS)	Yes	October 27	No Print Copy
Educational Employees’ Supplementary Retirement System of Fairfax County (ERFC) – A pension trust fund of FCPS.	Yes	October 30	No Print Copy
Fairfax County Redevelopment and Housing Authority (FCRHA) – Reported as an enterprise activity.	No	October 19	50
Five (5) individual FCRHA projects.	No	Varies, July 27 to August 7	50 of each
Fairfax County Park Authority (FCPA)	Yes	October 16	No Print Copy
Fairfax County Economic Development Authority (EDA)	No	September 12	50

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<b>“Other Entity”<sup>3</sup></b>	<b>CAFR Prepared</b>	<b>Audit Report Deadline<sup>1</sup></b>	<b>Auditor to Provide Printed &amp; Bound Reports<sup>2</sup></b>
<b>Non-County Entity:</b>			
State Route 28 Highway Transportation Improvement District – The County has accepted the financial reporting responsibility for this entity.	No	November 18	20

1. Audit report deadlines shown above are based on the audit work plan for fiscal year 2015. Future report issue dates will be established for each year's audit and incorporated into the detailed audit work plan.

2. A PDF version shall also be provided for web publication or electronic distribution.

3. Where applicable, the requirements set forth in Section 5.1 above also apply to these “other entities.”

5.4. Transmittal Forms for the Comparative Report of Local Government Revenue and Expenditures

- a. The Contractor shall review the Comparative Report Transmittal Forms for accuracy and compliance with the Uniform Reporting Manual for Virginia Counties and Municipalities, as required by the Auditor of Public Accounts (APA), and to communicate the results of its review in a letter addressed to the APA no later than November 20. This review will include the reconciliation between the Transmittal Forms and the CAFR and the performance of certain agreed-upon procedures. The APA requires the Comparative Report Transmittal Forms be submitted by the County no later than November 30 for inclusion in the Comparative Report of Local Government Revenues and Expenditures.

5.5. Agreed-Upon Procedures:

- a. The Contractor shall perform certain agreed-upon audit procedures as specified by the APA or other parties and to provide reports of procedures performed and findings with respect to the following:

<b>Agreed-Upon Procedures (AUP)</b>	<b>Audit Report Deadline</b>	<b>Auditor Provided Reports – No. of Copies</b>
State Route 28 Primary Highway Transportation Improvement District – Tax levies, collections, and remittances to the Commonwealth. (APA requirement)	October 31	35
Activity of the inmate canteen and other auxiliary funds. (APA requirement)	October 31	35
Audit of Circuit Court Clerks. (APA Requirement)	November 30	35

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<b>Agreed-Upon Procedures (AUP)</b>	<b>Audit Report Deadline</b>	<b>Auditor Provided Reports – No. of Copies</b>
Computation of excess of revenues over expenditures, in accordance with EPA and Virginia Department of Environmental Quality regulations pertaining to the County's solid waste transfer facility and landfill.	November 30	35

**5.6. Other Reports on Internal Control Over Financial Reporting**

- a. Following the completion of the audit of each fiscal year's financial statements, the Contractor shall issue the following reports, which should encompass both the primary government and its component units:
  1. A report addressed to the Board of Supervisors (BOS) of significant deficiencies and material weaknesses in internal control over financial reporting that came to the Contractor's attention during the course of the audits. This report should also include illegal acts and fraud, unless clearly inconsequential, material violations of grants and contracts, and significant instances of abuse.
  2. A report addressed to the Director, Department of Finance, of other deficiencies and other weaknesses in internal control over financial reporting that came to the Contractor's attention during the course of the audits. This report should include other violations of grants and contracts and other instances of abuse, unless clearly inconsequential. This report should also include opportunities noted by the Contractor for the County to improve efficiency, improve management information, or, further strengthen internal controls.
- b. All audit findings that are candidates for inclusion in either of these reports must be discussed with the responsible department director and the Director, Department of Finance, on a timely basis, prior to formal issuance of these reports. The County's Audit Findings Control Process (Appendix E) shall be followed to address each of these issues. By this process, opportunity will be provided to validate issues and determine whether they are of sufficient substance to merit reporting.
- c. The timing of notification of any potential issues will be agreed upon annually during entrance conference discussions.
- d. Final drafts of reports shall be provided to the Director, Department of Finance, at the conclusion of the audit fieldwork and not later than October 15. Both reports shall be issued in final form on or before November 10. Notwithstanding the foregoing, the Contractor shall provide an immediate written report to the BOS of any irregularities, illegal acts or indications of illegal acts upon discovery and verification.

**5.7. Reporting to the Audit Steering Committee**

- a. The Contractor shall ensure that the County's Audit Steering Committee, comprised of the County's Chief Financial Officer, Director of Finance, and directors of other key departments, is informed of each of the following:
  1. The Contractor's responsibility under generally accepted auditing standards (GAAS).

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2. Significant changes in accounting principles, including forthcoming pronouncements of the Governmental Accounting Standards Board (GASB).
3. Management judgments and accounting estimates, if questionable.
4. Significant audit adjustments.
5. Disagreements with management.
6. Management consultation with other accountants.
7. Difficulties encountered in performing the audit.

### 5.8. Other Services to be Performed

- a. The Government Finance Officers' Association of the United States and Canada (GFOA) has awarded Certificates of Achievement in Financial Reporting to the County for its CAFR, beginning with the fiscal year ended June 30, 1977, and for every fiscal year thereafter. The County will continue to participate in the GFOA's Certificate of Achievement for Excellence in Financial Reporting awards program. The Contractor shall provide the following assistance to the County to meet the requirements of that program:
  1. Review the County's disposition of the comments generated from the GFOA's review of the prior year's CAFR.
  2. Review the information contained in the County's annual application to participate in this GFOA program, as requested by the County.
- b. The Contractor will provide these same services to each of the "other entities" that submits its CAFR to the GFOA under this program.
- c. The Contractor must provide a report stating whether or not anything came to the Contractor's attention during the course of its audit that would cause it to believe that the ISS failed to comply with certain sections of its bond indenture.
- d. The Contractor will provide timely information regarding new accounting and reporting requirements based on generally accepted accounting principles (GAAP), including new GASB pronouncements. This information will be conveyed to County staff through informal/formal training sessions, briefings, etc.
- e. During each fiscal year of this contract, the Contractor will provide a minimum of six hours of continuing professional education in governmental accounting and reporting and/or related subjects to County staff.
- f. The County may request the Contractor to provide non-audit services that may include accounting or management consulting services. In the event the County requests non-audit services, the audit contract will be amended by mutual agreement.
- g. The County anticipates it will prepare one or more official statements each fiscal year in connection with the sale of debt securities. The Contractor shall provide a report on the County's stand-alone basic financial statements for the County to use in its official statements. The Contractor shall also be required, if requested, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters." The Contractor

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will review each official statement and provide advice and answer questions pertaining thereto. In the event the County requests these services, the audit contract will be amended by mutual agreement.

### 5.9. Working Paper Retention and Access to Working Papers

- a. All working papers and reports must be retained, at the Contractor's expense, to comply with applicable federal and state record retention requirements of the subject under audit and, in any event, for a minimum of three (3) years, unless the firm is notified otherwise in writing by the County. The Contractor shall make working papers available, upon request, to the following parties or their designees:
  1. County of Fairfax and its component units.
  2. U. S. Environmental Protection Agency (federal cognizant agency for indirect costs).
  3. U.S. Department of Housing and Urban Development (federal cognizant agency for audit)
  4. U. S. General Accountability Office (GAO).
  5. Auditor of Public Accounts of the Commonwealth of Virginia (APA).
  6. Parties designated by the federal or state governments or by the County as part of an audit quality review process.
  7. Auditors of entities of which the County is a sub-recipient of grant funds.
- b. In addition, the Contractor shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

### 6. **COMPLIANCE:**

- 6.1. The audits are to be conducted in accordance with GAAS in the United States of America, which shall include, as and where applicable:
  - a. Specifications for Audits of Counties, Cities and Towns issued by the APA.
  - b. Statements on auditing standards issued by the American Institute of Certified Public Accountants (AICPA).
  - c. Government Auditing Standards issued by the Comptroller General of the United States.
  - d. Code of Federal Regulation, Title 2, Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance), Subparts A-F.
  - e. Requirements of the U.S. Department of Housing and Urban Development (HUD), as applicable.

**SPECIAL PROVISIONS****7. TIME REQUIREMENTS:**

7.1. To facilitate the timely completion of the audit the Contractor shall comply with the following schedule:

- a. The Contractor shall provide the County with the following, by the dates indicated:
  1. A detailed audit work plan – February 28.
  2. A list of required prepared-by-client schedules (PBCs) – March 31.
  3. A list of required system generated reports – March 31.
  4. Confirmation and information request letters to be prepared by the County – April 30.
- b. The Contractor shall complete all interim audit test work by June 30 and provide review comments with respect to the pro forma schedules prepared by the County and its component units by July 15.
- c. The Contractor shall complete all audit fieldwork no later than October 31.
- d. The Contractor shall submit drafts of the required reports to the County for review in accordance with the dates set forth in the mutually-agreed audit work plan.

7.2. Conferences and Progress Reporting

- a. At a minimum, the following conferences and meetings shall be held:
  1. Entrance conferences for the purpose of discussing prior audit problems, the audit work plan, prepared-by-client schedules and the interim work to be performed will be scheduled in February and March. These meetings will also be used to establish overall liaison for the audit and to make arrangements for workspace and other needs of the auditor, and they will involve key staff from the Department of Finance, various other departments, and the “other entities.”
  2. The Contractor shall conduct annually, a preliminary kick-off meeting as well as individual program understanding meetings with all grant agencies whose federal programs have been selected as major programs under the Uniform Guidance.
  3. Progress reporting during the course of the audit to review the progress of the audit, to resolve accounting, systems and audit issues and to review audit findings that are proposed for inclusion in the reports on internal controls over financial reporting will be scheduled with the following groups:
    - The Chief, Financial Reporting Division of the Department of Finance (Audit Coordinator) and division staff (weekly)
    - The Chief, Financial Operations Division of the Department of Finance (Single Audit Coordinator) and division staff (weekly)

## **SPECIAL PROVISIONS**

- The County's Audit Steering Committee as agreed upon in the annual Audit Work Plan or as otherwise necessary. A written status report is to be prepared and presented at each meeting.
  - The County's Audit Work Group (composed of accounting officials from the Department of Finance and other departments) to discuss and review accounting, systems and audit issues as needed.
4. The Contractor may be requested to meet with the Audit Committee of the Board of Supervisors and/or the Auditor of the Board. Such meetings will be scheduled as needed.
  5. The Contractor shall meet with the Director of Finance to review the draft of all audit reports prior to their finalization and issuance. *See Section 5.6 Other Reports on Internal Control Over Financial Reporting for the list of reports.*
  6. The Contractor shall conduct exit conferences following completion of the audit, but not later than January 31 following the year under audit, with designated staff from the Department of Finance and from the "other entities" to discuss the results of the field work, review significant findings, and discuss audit process improvements.

### 7.3. Time Constraints

- a. Certain legal and grantor requirements dictate the reporting timeline that must be met by the County. The following due dates must be met:
  1. The Auditor of Public Accounts must receive the County's CAFR, the Comparative Report Transmittal Forms, and the agreed-upon procedures reports by November 30.
  2. The CAFR must be presented to the Board of Supervisors at its public meeting in December (usually held during the first week of December).
  3. The CAFR together with the application for the GFOA Certificate of Achievement for Excellence in Financial Reporting Award Program must be submitted to the GFOA by December 31.
  4. Various "other entity" financial statements must be filed and presented to their respective boards by the dates designated in the audit work plan.

## 8. **ASSISTANCE TO BE PROVIDED TO THE CONTRACTOR:**

### 8.1. Department of Finance Assistance

- a. The Department of Finance is the central oversight and coordinating department for the countywide audit of the County's financial statements, the County's Single Audit, as well as the separate audits of the "other entities." Applicable staff from the Department of Finance will provide the support necessary for the completion of a successful audit. Please note, the countywide audit will be led by the Audit Coordinator; the Single Audit will be led by the Financial Operations Division Chief. This support will include the following:



## **SPECIAL PROVISIONS**

1. All conferences with the various departments will be coordinated and scheduled through the Department of Finance, except for meetings with the Auditor of the Board and the Audit Committee of the Board of Supervisors.
2. Coordinating the scheduling of work assignments accepted by various departments and monitoring completion of these assignments.
3. Providing the pro forma for significant changes in the financial statements to the Contractor by the dates specified in the audit work plan.
4. Providing all prepared-by-client-schedules, confirmation letters, other letters, computer-generated reports, comparative financial statement analyses, etc. requested by the Contractor.
5. Providing a copy of the GFOA's comments pertaining to the previous year's CAFRs together with the County's proposed responses.
6. Providing a draft of the Comparative Report Transmittal Forms to be submitted to the APA by the date specified in the audit work plan.
7. Providing information on procedures and internal controls as documented.
8. Assisting the Contractor by providing information, documentation and explanations as needed.

### 8.2. Office of Internal Audit Assistance

- a. Certain working papers and the results of other internal managerial examinations performed by the Office of Internal Audit may be available to the Contractor. The internal audit staff will be available to discuss issues with the Contractor as required.

### 8.3. Office of Financial and Program Audit Assistance:

- a. Reports and certain working papers of the Office of the Financial and Program will be available to the Contractor. The Auditor of the Board will be available to discuss issues with the Contractor as required.

### 8.4. Electronic Data Processing (EDP) Assistance:

Department of Information Technology (DIT), core business owner agencies, and FOCUS Business Support Group (FBSG) staff will be available to assist the Contractor in performing the audit and to provide systems documentation, testing and explanations associated with the audit items and other prepared by client audit inputs. The Contractor may be provided access to the systems given the system audit function is available. The Contractor can observe with County DIT and/or relevant agencies' professional staff systems processes and software for testing purposes. Contractor must have SAP and open systems competency.

- a. Data and information available from the County include:

1. System information including application administration, system architecture, and interfaces and, and processing schedule.
2. User and technical support lists to include titles, roles and provisioning process

**SPECIAL PROVISIONS**

3. Documentation for change management processes, transports, procedures and controls for relevant existing computer systems.
  4. System architecture, configuration, hardware environment.
  5. Access to related data center operations including back-up, logs and restore procedures.
  6. IT Change Management policies.
  7. IT Security Policy, access controls, security audit reports and access reviews.
  8. IT organization structure and/or governance.
- b. Services available from DIT, FBSG and/or core relevant agencies:
1. Professional staff to familiarize the Contractor with existing computer systems and the relationships between systems.
  2. Professional staff to coordinate Contractor activities, as they relate to systems, with other Fairfax County organizational components throughout the examination period.
  3. Professional staff to familiarize the Contractor with the current computer system(s), and peripheral equipment.
  4. Professional staff to familiarize the Contractor with County IT standards.
  5. Professional staff to facilitate Contractor observation of system processing and controls.
- c. Computer time for the use of Audit programs shall be furnished by the County subject to the following conditions:
1. That the system has an automated audit role available and authorized for use. The Contractor is required to notify DIT in writing before any hands-on system audit is carried out.
  2. Audit jobs and other work to be submitted must conform to County established procedures and security requirements. Execution of DIT IT Agreement for Consultants is required for any access to County systems is allowed (Ref. Appendix H).

## 8.5. Office Accommodations and Clerical Support

- a. The County will provide the Contractor with reasonable office accommodations. The Contractor will also be provided with reasonable access to telephone lines, photocopying facilities and FAX machines.
- b. The Contractor and its personnel are required to comply with all rules and regulations of the County while working on the County premise. This includes wearing photo identifications and compliance with the County's rules and regulations governing conduct with respect to health and safety that apply to County personnel. Please note, all photo identification badges must be returned to the Department of Finance at the conclusion of each annual audit.

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- c. Clerical support will be made available to the Contractor for the preparation of confirmation letters, other letters and memoranda.
- d. Logistical support for conference room or meeting scheduling will be made available to the Contractor.

**8.6. Assistance from Other Departments**

- a. All departments will assist the Contractor by assembling and making available information pertinent to the examination of their departments' operations and will provide knowledgeable personnel to meet with the Contractor as required.
- b. Department of Purchasing & Supply Management (DPSM) - Data, information and services available from DPSM:
  - 1. Fairfax County Purchasing Resolution.
  - 2. DPSM Policy Documents (to include Procedural Memoranda, Internal Procedural Memoranda and Procurement Technical Bulletin)
- c. Department of Management and Budget (DMB) - Data, information and services available from DMB:
  - 1. Past and current budget information.
  - 2. Budget forecasts and analyses.
  - 3. Budget preparation, maintenance, and forecasting procedures.
  - 4. Organization structures.
  - 5. Budget review packages.
- d. Department of Human Resources (DHR) - Data, information and services available from DHR:
  - 1. Employee Register.
  - 2. Timekeeping records.
  - 3. Pay Registers.
  - 4. Withholding Registers.
- e. Clerk to the Board of Supervisors - Information available from the Clerk to the Board will include:
  - 1. Names of appointees to Boards, Authorities and Commissions.
  - 2. Statements of Economic Interests.
  - 3. County ordinances.
  - 4. Minutes of BOS meetings.

## **SPECIAL PROVISIONS**

### **9. TECHNICAL PROPOSAL INSTRUCTIONS:**

#### **9.1. General Requirements**

- a. The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the County in conformity with the requirements of this RFP. As such, the substance of proposals will carry more weight than its form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the RFP requirements.

THERE SHALL BE NO COSTS INCLUDED OR ALLUDED TO IN THE TECHNICAL PROPOSAL DOCUMENT.

- b. The Technical Proposal should address all the points outlined in the RFP (excluding any cost information which should only be included in the Cost Proposal when requested). The Proposal should be prepared simply and economically, providing a straight forward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP.
- c. The Offeror must submit the Technical Proposal in a binder containing the following information. While additional data may be presented, the following subject matter presented in Sections 9.2 thorough 9.11 below, must be included. Proposal contents shall be arranged in the same order and identified with headings as presented herein.

#### **9.2. Preliminary Work Plan**

- a. The Offeror must present a description of the phases or segments into which the proposed program can logically be divided and performed, together with flow charts. The technical narrative should address separately each of the tasks described in the RFP and responses should be keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the Offeror that substantially differs from the project scope described in these Special Provisions.
- b. This section should include detailed descriptions of activities that are to occur, significant milestones, and anticipated deliverables.

#### **9.3. Independence**

- a. The Offeror should provide an affirmative statement that it is independent of the County and all its component units as defined by U. S. generally accepted auditing standards and the Government Auditing Standards issued by the Comptroller General of the United States.
- b. The Offeror should also list and describe the Offeror's professional relationships involving the County or any of its component units/departments for the past five (5) years, together with a statement explaining why each such relationship does not constitute a conflict of interest relative to performing the proposed audit. In addition, the Offeror shall give the County written notice of any professional relationships entered into during the period of this agreement.
- c. The Offeror shall provide an affirmation that it will comply with AICPA Interpretation 501-3. Failure to Follow-Standards and/or Procedures or Other Requirements, in Governmental Audits.

**SPECIAL PROVISIONS**

## 9.4. License to Practice in Virginia

- a. An affirmative statement should be included that the Offeror and all assigned key professional staff are properly licensed to practice as certified public accountants in the Commonwealth of Virginia.
- b. An affirmation that the Offeror meets any and all other specific qualification requirements imposed by state or local law should be provided.

## 9.5. Offeror Qualifications and Experience

- a. The organization and size of the Offeror, and whether it is local, regional, national or international in operations.
- b. The size of Offeror's governmental audit staff both locally and nationally.
- c. The location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.
- d. A description of the range of activities performed by the local office such as auditing, accounting, tax service, or management services.
- e. The Offeror shall submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.
- f. The Offeror shall provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the Offeror shall provide information on the circumstances and status of any disciplinary action taken or pending against the Offeror during the past three (3) years by state regulatory bodies and/or professional organizations.

## 9.6. Partner, Supervisory and Staff Qualifications and Experience

- a. Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in Virginia. Provide resumes and information on the specific government auditing experience (e.g. housing, retirement plans, investments, etc.) of each person together with information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.
- b. Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured
- c. Identify the other engagements, if any, to which any of the above staff will be assigned during the period of time they are performing audit services for the County.
- d. Identify the extent to which staff to be assigned to the audit reflect the County's commitment to Affirmative Action.

## **SPECIAL PROVISIONS**

- e. Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the County. However, in either case, the County retains the right to approve or reject replacements.
- f. Consultants and firm specialists mentioned in response to this RFP can only be changed with the express prior written permission of the County, which retains the right to approve or reject replacements.
- g. Other audit personnel may be changed at the discretion of the Offeror provided that replacements have substantially the same or better qualifications or experience.
- h. The Offeror should describe its capability to audit computerized systems, including the number and classification of personnel skilled in computer sciences who will work on the audit.

### 9.7. Similar Engagements with Other Government Entities

The Offeror should provide a list of the most significant engagements performed in the last five years that are similar to the engagement described in this RFP. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the names and telephone numbers of the principal client contacts.

### 9.8. Specific Audit Approach

- a. The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section 5 of this RFP. In developing the work plan, reference should be made to such sources of information as the County's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.
- b. Offerors shall provide the following information on their audit approach:
  - 1. Proposed segmentation of the engagement.
  - 2. Time estimates for each significant phase of the work and the staff levels to be assigned (See Appendix G1 and G2). Individual staff members should be named and their titles provided. The planned use of specialists should be specified. Submission of all information contained in Appendix G1 and G2 is required. No dollars should be included in the technical proposal.
  - 3. Extent of use of EDP software in the engagement.
  - 4. Type and extent of analytical procedures to be used in the engagement.
  - 5. Approach to be taken to gain and document an understanding of the County's internal control systems.
  - 6. Approach to be taken in determining laws and regulations that will be subject to audit test work.
  - 7. Approach to be taken in drawing audit samples for purposes of tests of compliance.

## **SPECIAL PROVISIONS**

- c. Special attention should be given to specifying in terms of specific time or by other means, the extent of the involvement of specialized personnel in the audits. The County is seeking assurance that qualified personnel will in fact be available and directly participating in the audit activities.

### 9.9. Treatment of the Issues

In this section, the Offeror may also comment if deemed appropriate, on any aspect of the RFP, including suggestions on possible alternative approaches to the coverage, definition, development, and organization of the issues presented in the "Tasks to be Performed" section, and may propose alternative approaches.

### 9.10. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe all anticipated potential audit problems, the Offeror's approach to resolving these problems and any special assistance that will be requested from the County.

### 9.11. Reporting Requirements

Include a statement showing a clear understanding of the specific reporting requirements outlined herein and affirming an ability to meet these requirements. Specific attention should be given to the requirements of the Uniform Guidance. Proposed alternatives to procedures described herein may be included.

## 10. **MINIMUM HOURS OF AVAILABILITY:**

- 10.1. The Contractor's staff must be available for consultation with County staff on an as-needed basis between 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday.

## 11. **COST PROPOSAL INSTRUCTIONS:**

- 11.1. The County **IS NOT** requesting Cost Proposals at the present time. The County will request a Cost Proposal under separate cover from the top ranked Offeror at a later date. The specific cost proposal format will be provided to the top rated Offeror at the time the request is made. The County reserves the right to require that the Cost Proposals be submitted by a specified deadline. The County may reject any Cost Proposals that are submitted after the designated date and time.

## 12. **PRICING:**

- 12.1. The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), Table 10, U.S. City Averages, or other relevant indices.
- 12.2. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).
- 12.3. Price decreases shall be made in accordance with paragraph 43 of the General Conditions & Instructions to Offerors. (Appendix A)

## **SPECIAL PROVISIONS**

### **13. TRADE SECRETS/PROPRIETARY INFORMATION:**

- 13.1. Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; **however, Offerors must invoke the protections of this section prior to or upon submission of the data or other materials.**
- 13.2. **The Offeror must identify the data or other materials to be protected and state the reasons why protection is necessary.** Failure to follow this provision's requirements may result in the proposals not being covered under the Act. Disposition of material after award(s) should be stated by the Offeror.

### **14. CONTACT PERSONS/LOCATION OF OFFICES:**

- 14.1. All communications and requests for information and clarifications shall be directed to the following procurement official:

For Contractual Matters:

Jamie Pun, VCO, Contract Specialist II  
Department of Purchasing and Supply Management  
Telephone: (703) 324-3653  
E-mail: [ji.pun@fairfaxcounty.gov](mailto:ji.pun@fairfaxcounty.gov)

- 14.2. No attempt shall be made by any Offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see paragraph 19.2).

### **15. REQUIRED SUBMITTALS:**

- 15.1. Each Offeror responding to this RFP must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response to the RFP will result in the disqualification of the Offeror's proposal.

### **16. SUBMISSION OF PROPOSALS:**

- 16.1. One (1) original (duly marked) and seven (7) copies of the Technical proposal shall be delivered to the following address in sealed envelopes or packages with the proposal number, title and the Offerors name and address on the outside. It is requested that five copies of the proposal be provided on five separate CDs. The Offeror must include a notarized statement that the CD version is a true copy of the printed version. Electronically stamped delivery receipts are available.

Department of Purchasing and Supply Management  
12000 Government Center Parkway, Suite 427  
Fairfax, Virginia 22035-0013  
Telephone: 703-324-3201

- a. Proposal to include the following:

1. Title Page:

Title Page showing the RFP number, Title Page, name of firm submitting proposal; main office address, name and title of contact person, local telephone number, appropriate Federal, State, and County registration numbers; and date of submission.



## **SPECIAL PROVISIONS**

2. Table of Contents:

The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.

3. Transmittal Letter:

A signed letter of transmittal should include:

- a statement of the Offeror's understanding of the work to be done;
- a commitment to perform the work within the time period specified;
- a statement as to why the Offeror believes itself to be best qualified to perform the engagement;
- a statement that the proposal is a firm, irrevocable offer for 180 days. It should include the name(s) of person(s) authorized to represent the Offeror together with their title, address and local phone number.

4. The detailed proposal should follow the order set forth in Section 9 of this RFP.

- 16.2. Offerors are reminded that changes to the RFP, in the form of addenda, are often issued between the issue date and within three (3) days before the due date of the solicitation. All addenda MUST be signed and submitted to the Department of Purchasing and Supply Management, 12000 Government Center Parkway, Suite 427, Fairfax, VA 22035 before the due date/time or must accompany the proposal. Notice of addenda will be posted on eVA and the DPSM current solicitation webpage. It is the Offeror's responsibility to monitor the web page for the most current addenda at [www.fairfaxcounty.gov/dpsm/solic.htm](http://www.fairfaxcounty.gov/dpsm/solic.htm).
- 16.3. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the RFP. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.
- 16.4. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages the use of recycled paper, therefore it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.
- 16.5. Each original and set of the seven (7) copies of the proposal shall consist of:
- a. Cover sheet (DPSM32), duly signed.
  - b. Technical proposal.
- 16.6. By executing the cover sheet (DPSM32), Offeror acknowledges that they have read this RFP, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.
- 16.7. The County reserves the right to reject any or all proposals in whole or in part.

**SPECIAL PROVISIONS****17. LATE PROPOSALS:**

- 17.1. **Proposals received in the Office of the County Purchasing Agent after the date and time prescribed shall not be considered for contract award and shall be returned to the Offeror. Electronically stamped delivery receipts are available.**

**18. PERIOD THAT PROPOSALS REMAIN VALID:**

- 18.1. Proposals will remain valid for a period of one-hundred and eighty days (180) calendar days after the date specified for receipt of proposals.

**19. BASIS FOR AWARD:**

- 19.1. This RFP is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible Offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the RFP. The County reserves the right to make multiple awards as a result of this solicitation.
- 19.2. A Selection Advisory Committee (SAC) has been established to review and evaluate all proposals submitted in response to this RFP. The SAC shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated Offeror(s) will then be reviewed.
- 19.3. The County shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. In addition, Offerors shall be informed of any ranking criteria that will be used by the public body in addition to the review of the professional competence of the Offeror. At this discussion stage, the County may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors. At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in this Request for Proposal and all information developed in the selection process to this point, the Selection Advisory Committee shall select in the order of preference two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. At this time, the Offeror and the Selection Advisory Committee may negotiate any changes desired in the offer if deemed in the best interest of Fairfax County. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

The Selection Advisory Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.

**SPECIAL PROVISIONS**

- a. Proposal Evaluation Criteria
  - 1. Qualifications, Expertise and Experience: 60%
    - The firm's past experience and performance on comparable government engagements,
    - The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support to be available for technical consultation,
    - Capability of the organization to undertake and support the audit.
  - 2. Audit approach: 40%
    - Adequacy of proposed staffing plan for various segments of the engagement,
    - Adequacy of sampling techniques,
    - Adequacy of analytical procedures,
    - Knowledge and understanding of issues addressed in the statement of work. The proposal will be judged on the basis of thoroughness, objectivity, soundness and insight,
    - Proposal responsiveness to Section 5 Tasks to be Performed,
    - Details of the approach and methodology, and
    - Adequacy of the audit work plan.
- b. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual Offerors and to contact references provided with the proposal.
- c. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- d. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, Offerors should provide complete, thorough proposals with the Offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, Offerors should submit such additional material in a timely manner.
- e. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this RFP will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.
- f. The County may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

**SPECIAL PROVISIONS****20. INSURANCE:**

- 20.1. The Contractor is responsible for its work and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the project, whether owned by the contractor or by the County. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.
- 20.2. The Contractor shall, during the continuance of all work under the Contract provide the following:
- a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
  - b. The contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work.
  - c. The contractor agrees to maintain Professional Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to cover each individual professional staff.
  - d. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
  - e. Rating Requirements:
    - 1. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.
    - 2. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
  - f. Indemnification: Article 63 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.
  - g. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent and/or Risk Manager before any work is started.
- 20.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty day written notice to the County Purchasing Agent and/or Risk Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

**SPECIAL PROVISIONS**

- 20.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

**21. ADDITIONS/DELETIONS**

- 21.1. If it should become necessary for the County to request the Contractor to furnish any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in this engagement, then such additional work shall be performed only if set forth in writing in the form of an amendment to the contract between the County and the Contractor. No services for which an additional cost or fee will be charged by the Contractor or which will increase the time of performance of any services under this contract shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent. Any such additional work agreed to between the County and the firm shall be performed at the same rates, fees and expenses set forth in the contract.

**22. METHOD OF ORDERING:**

- 22.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 22.2. A Purchase Order (PO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 22.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement Card is currently a Master Card. Contractors are encouraged to accept this method of receiving orders.
- 22.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 22.5. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

**23. REPORTS AND INVOICING:**

- 23.1. The Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator, monthly statistical reports and an annual tabulated report.
- 23.2. The Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
- Employee name;
  - The name of the County department;
  - Date of services
  - The type of services; and,
  - The itemized cost for each item/service.

## **SPECIAL PROVISIONS**

- 23.3. County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 23.2, a-e. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

### **24. MANNER OF BILLING AND PAYMENTS:**

- 24.1. Progress payments will be made on the basis of work completed during the course of the engagement in accordance with the contract. Interim billings shall be submitted for each phase of work completed. The amount of each billing shall be allocated between the primary government, the component units and each of the other entities requiring separate financial statements with audit reports based upon the amount of work performed.
- 24.2. The Vendor ACH Payment Program of Fairfax County allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. Payment information (confirmation of payments) is provided via email and all transactions are conducted in a secure environment. The program is totally free as part of the Department of Finance's efforts to improve customer service. For more information or to obtain a Vendor Agreement (ACH credits), please contact the Department of Finance at 703-324-3122 or via email to [ACHpayments@fairfaxcounty.gov](mailto:ACHpayments@fairfaxcounty.gov). A copy may also be picked up at the Department of Purchasing and Supply Management.

### **25. CHANGES:**

- 25.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this RFP.
- 25.2. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

### **26. DELAYS AND SUSPENSIONS:**

- 26.1. The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 26.2. If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.

## **SPECIAL PROVISIONS**

- 26.3. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

### **27. ACCESS TO AND INSPECTION OF WORK:**

- 27.1. The Fairfax County Purchasing Agent and using agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

### **28. PROJECT AUDITS:**

- 28.1. The Contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the contractor under the following conditions:
- a. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;
  - b. In the event of a disagreement between the contractor and the County on the amount due the Contractor under the terms of this contract;
  - c. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract; and,
  - d. If it becomes necessary to determine the County's rights and the contractor's obligations under the contract or to ascertain facts relative to any claim against the Contractor that may result in a charge against the County.
- 28.2. These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.
- 28.3. Unless otherwise provided by applicable statute, the contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.
- 28.4. Fairfax County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work.
- 28.5. Should the Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the Contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney's fees which Fairfax County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.

### **29. QUALITY CONTROL:**

- 29.1. The Contractor must establish formal evaluation and quality control procedures to monitor each facet of the final contract. The evaluation and quality control procedures must provide sufficient information to allow the County's administrators to monitor the program's progress

## **SPECIAL PROVISIONS**

and effectiveness. The County's administrators will use the quality control report to evaluate the effectiveness of the program on an annual basis. The Contractor will submit the quality control report to the Contract Administrator identified in the final contract not later than June 1 of each contract year.

### **30. DATA SOURCES:**

- 30.1. The County will provide the Contractor all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

### **31. SAFEGUARDS OF INFORMATION:**

- 31.1. Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the final contract.

### **32. ORDER OF PRECEDENCE:**

- 32.1. In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, (Appendix A).

### **33. SUBCONTRACTING:**

- 33.1. If one or more subcontractors are required, the Contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance; Department of Small Business and Supplier Diversity (<http://www.dmbv.virginia.gov>); local chambers of commerce and other business organizations.
- 33.2. As part of the contract award, the prime Contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix B to this solicitation.

### **34. USE OF CONTRACT BY OTHER PUBLIC BODIES:**

- 34.1. Reference Paragraph 75, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the *resultant* contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer. (See Appendix B for sample listing).
- 34.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 34.3. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.



## **SPECIAL PROVISIONS**

- 34.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 34.5. Fairfax County **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

### **35. NEWS RELEASE BY VENDORS:**

- 35.1. As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

### **36. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:**

- 36.1. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.
- 36.2. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

### **37. HIPAA COMPLIANCE:**

- 37.1. Fairfax County Government has designated certain health care components as covered by the Health Insurance Portability and Accountability Act of 1996. The successful vendor will be designated a business associate pursuant to 45 CFR part 164.504(e) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board, upon award of contract. The successful vendor shall be required to execute a Fairfax County Business Associate Agreement and must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of that agreement. These laws and regulations include, but are not limited to: (1) HIPAA – 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) Va Code – Title 32.1, Health, § 32.1-1 et seq. The vendor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information.
- 37.2. Further information regarding HIPAA Compliance is available on the County's website at <http://www.fairfaxcounty.gov/HIPAA>.

**SPECIAL PROVISIONS****38. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**

- 38.1. Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or Offeror is not required to be so authorized. Any bidder or Offeror that fails to provide the required information may not receive an award.

# COUNTY OF FAIRFAX COMMONWEALTH OF VIRGINIA

## GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.)

Subject to all State and local laws, policies, resolutions, and regulations and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

**1. AUTHORITY** -The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

### 2. DEFINITIONS-

**AGENCY:** Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

**BEST VALUE:** As predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

**BID:** The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

**BIDDER/OFFEROR:** Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

**CONSULTANT SERVICES:** Any type of services required by the County, but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of service required and at fair and reasonable compensation, rather than by competitive sealed bidding.

**CONTRACTOR:** Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

**COUNTY:** County of Fairfax.

**GOODS:** All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

**INFORMALITY:** A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

**INVITATION FOR BID (IFB):** A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

**PROFESSIONAL SERVICES:** Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution).

**PURCHASING AGENT:** The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

**QUICK QUOTE (QQ):** A method of competitive bidding for the purchase or lease of goods, non professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less than \$50,000.

### **General Conditions and Instructions to Bidders**

**REQUEST FOR PROPOSAL (RFP):** A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

**RESPONSIBLE BIDDER/OFFEROR:** An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders).

**RESPONSIVE BIDDER/OFFEROR:** An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the invitation for bid or request for proposal.

**SERVICES:** Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

**SOLICITATION:** The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising (newspaper, County Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an Open Market Procurement (OMP), or telephone calls to prospective bidders.

**STATE:** Commonwealth of Virginia.

### **CONDITIONS OF BIDDING**

**3. BID FORMS-**Unless otherwise specified in the solicitation, all bids shall be submitted on the forms provided, to include the bid Cover Sheet and Pricing Schedule(s), properly signed in ink in the proper spaces and submitted in a sealed envelope or package. The item pages of the Pricing Schedule which do not include any items for which a bid is required need not be included in the submission of a bid.

Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

### **4. LATE BIDS & MODIFICATIONS OF BIDS-**

- a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:
  1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or
  2. The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
- b. If an emergency or unanticipated event or closing interrupts or suspends normal County business operations so that bids cannot be received at the County office designated for receipt of bids by the exact time specified in the solicitation, the due date/time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal County business operations resume.
- c. The official time used for receipt of bids/modifications is the Bid Clerk's time and date stamp clock located in the Department of Purchasing and Supply Management. All bidders are responsible for ensuring all bids/modifications are received prior to the scheduled due date/time.
- d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

### **5. WITHDRAWAL OF BIDS-**

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

**General Conditions and Instructions to Bidders**

- b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:
    - 1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.
    - 2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.
  - c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
  - d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.
  - e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
  - f. If the county denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.
  - g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.
- 6. ERRORS IN BIDS**-When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initiated by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
- 7. MAILING OF BIDS** – All bids and proposals submitted in response to a Fairfax County solicitation shall be submitted in a sealed envelope or package identified with the solicitation number, title, bidder's name and address, and due date/time of opening/closing clearly marked on the outside of such envelope or package.
- 8. COMPLETENESS**-To be responsive, a bid must include all information required by the solicitation.
- 9. ACCEPTANCE OF BIDS/BINDING 90 DAYS**-Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.
- 10. CONDITIONAL BIDS**-Conditional bids are subject to rejection in whole or in part.
- 11. BIDS FOR ALL OR PART**-Unless otherwise specified by the County Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.
- 12. AREA BIDS**-For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.
- 13. TIME FOR RECEIVING BID**-Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4, General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered.
- 14. BID OPENING**-All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 68, General Conditions and Instructions to Bidders. Tabulations of bids received are posted on the Department of Purchasing & Supply Management Bulletin Board as well as the County's web site: <http://www.fairfaxcounty.gov/dpsm/bidtab.htm>. Proposals received in response to a Request for Proposal (RFP) will be made available as provided in paragraph 68, General Conditions and Instructions to Bidders.
- 15. OMISSIONS & DISCREPANCIES**-Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

### **General Conditions and Instructions to Bidders**

Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.

**16. RESPONSE TO SOLICITATIONS**-In the event a vendor cannot submit a bid on a solicitation, he or she is requested to return the solicitation cover sheet with an explanation as to why he or she is unable to bid on these requirements.

**17. BIDDER INTERESTED IN MORE THAN ONE BID**-If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

**18. TAX EXEMPTION**-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

**19. PROHIBITION AGAINST UNIFORM PRICING**-The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

#### **SPECIFICATIONS**

**20. QUESTIONS CONCERNING SPECIFICATIONS**-Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the County Purchasing Agent, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.

**21. BRAND NAME OR EQUAL ITEMS**-Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

**22. FORMAL SPECIFICATIONS**-When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

**23. FEDERAL SPECIFICATIONS**-Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

#### **AWARD**

**24. AWARD OR REJECTION OF BIDS**-The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

**General Conditions and Instructions to Bidders**

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of the conditions attached to the bid;
- j. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

**25. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS-**A written award (or Acceptance Agreement) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- a. County of Fairfax Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable,
- b. General Conditions and Instructions to Bidders,
- c. Special Provisions and Specifications,
- d. Pricing Schedule,
- e. Any Addenda/Amendments/Memoranda of Negotiations

**26. TIE-BIDS** – If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of readvertisement for bids, the County Purchasing Agent is authorized to award the contract to the resident Fairfax County tie bidder whose firm has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the County Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.

**27. PROMPT PAYMENT DISCOUNT-**

- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer.

**28. INSPECTION-ACCEPTANCE-**For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

**29. DEFINITE BID QUANTITIES-**Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

**30. REQUIREMENT BID QUANTITIES-**On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

**General Conditions and Instructions to Bidders****CONTRACT PROVISIONS**

**31. TERMINATION OF CONTRACTS**-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
- b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

**32. TERMINATION FOR CONVENIENCE**-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

**33. TERMINATION OF CONTRACT FOR CAUSE-**

- a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, in addition to the County's remedies under the contract and all other rights available at law or in equity, the County shall have the right to immediately terminate this contract. Such termination shall be effected by delivering a notice of termination to the Contractor at any time specifying the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

**34. CONTRACT ALTERATIONS**-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.

**35. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS**-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

**36. FUNDING**-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.

**37. DELIVERY/SERVICE FAILURES**-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

**38. NON-LIABILITY**-The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, cancel the contract.

**39. NEW GOODS, FRESH STOCK**-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

**40. NON-DISCRIMINATION**-During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.



**General Conditions and Instructions to Bidders**

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

**41. SMALL AND MINORITY BUSINESS UTILIZATION**

- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.
- b. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
- c. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

**42. GUARANTEES & WARRANTIES**-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

**43. PRICE REDUCTION**-If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. **FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT.** Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

**44. CHANGES**-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment. No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

**45. PLACING OF ORDERS**-Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card) executed and released by the Purchasing Agent or his or her designee. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

**DELIVERY PROVISIONS**

**46. SHIPPING INSTRUCTIONS - CONSIGNMENT**-Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

**47. RESPONSIBILITY FOR SUPPLIES TENDERED**-Unless otherwise specified in the solicitation, the Contractor shall be

### **General Conditions and Instructions to Bidders**

responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

**48. INSPECTIONS**-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

**49. COMPLIANCE**-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.

**50. POINT OF DESTINATION**-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

**51. ADDITIONAL CHARGES**-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.

**52. METHOD AND CONTAINERS**-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

**53. WEIGHT CHECKING**-Deliveries shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.

**54. DEMURRAGE AND RE-SPOTTING**-The County will be responsible for demurrage charges only when such charges accrue because of the County's negligence in unloading the materials. The County will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the County.

**55. REPLACEMENT**-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.

**56. PACKING SLIPS OR DELIVERY TICKETS**-All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

1. The Purchase Order Number,
2. The Name of the Article and Stock Number (Supplier's),
3. The Fairfax County Identification Number (FCIN), if specified in the order,
4. The Quantity Ordered,
5. The Quantity Shipped,
6. The Quantity Back Ordered,
7. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

#### **BILLING**

**57. BILLING**-Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

#### **PAYMENTS**

**58. PAYMENT**-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

**General Conditions and Instructions to Bidders**

**59. PARTIAL PAYMENTS-**Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

**60. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING-**When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

**GENERAL**

**61. GENERAL GUARANTY-**Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

**62. SERVICE CONTRACT GUARANTY-**Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

**63. INDEMNIFICATION-**Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, theft, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

**64. OFFICIALS NOT TO BENEFIT-**

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

## **General Conditions and Instructions to Bidders**

- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

**65. LICENSE REQUIREMENT-**All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: [http://www.fairfaxcounty.gov/dta/business\\_tax.htm](http://www.fairfaxcounty.gov/dta/business_tax.htm). The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

**66. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:**A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

**67. COVENANT AGAINST CONTINGENT FEES-**The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**68. VIRGINIA FREEDOM OF INFORMATION ACT-**All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Reference Section 4.D., of the Fairfax County Purchasing Resolution)

### **BIDDER/CONTRACTOR REMEDIES**

#### **69. INELIGIBILITY-**

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
  1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
  2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
  1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
  2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
  3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
  4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:
    - (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
    - (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;
  5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
  6. The contractor has abandoned performance or been terminated for default on any other Fairfax County project;
  7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.

### **General Conditions and Instructions to Bidders**

- c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

#### **70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-**

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4 a.9, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

#### **71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-**

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

#### **72. PROTEST OF AWARD OR DECISION TO AWARD-**

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 3, Section 4, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4d of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4d, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

#### **73. CONTRACTUAL DISPUTES-**

- 29.1 Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy to the contractor within ninety (90) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the County's Purchasing Agent's decision on the claim, unless the County Purchasing Agent fails to render such decision within the time specified.

**General Conditions and Instructions to Bidders**

- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

**74. LEGAL ACTION-**No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.

**75. COOPERATIVE PURCHASING-**The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

**76. PROFESSIONAL AFFILIATION-**The Department of Purchasing & Supply Management holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.

**77. DRUG FREE WORKPLACE-**During the performance of a contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**78. VENUE:** This contract and its terms, including, but not limited to, the parties' obligations under it, the performance due from each party under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, that would cause the application of any laws other than those of the Commonwealth of Virginia shall not apply. Any and all disputes, claims and causes of action arising out of or in connection with this contract or any performance hereunder, shall be brought in the applicable court of Fairfax County, Virginia, or in the United States District Court, Eastern District of Virginia, Alexandria Division.

**79. IMMIGRATION REFORM AND CONTROL ACT:** Contractor certifies that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

**80. CONTRACTOR NOT TO BENEFIT:** Contractor agrees that the goods and/or services provided to Fairfax County pursuant to this Agreement are for the benefit of Fairfax County and that Contractor shall not undertake any actions or efforts stemming from or related to this Agreement that shall inure to the detriment of Fairfax County. Any information provided to the Contractor for the performance of this Contract shall not be used for any other purpose without the written consent of the Purchasing Agent.

**APPROVED:**

/S/ David P. Bobzien  
COUNTY ATTORNEY

/S/ Cathy A. Muse  
COUNTY PURCHASING AGENT

**OFFEROR DATA SHEET**

NAME OF OFFEROR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

Name and e-mail addresses of both service and fiscal representatives (Key Personnel) who would handle this account.

Service Representative: \_\_\_\_\_  
Telephone Number: (     ) \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Fiscal Representative: \_\_\_\_\_  
Telephone Number: (     ) \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Payment Address, if different from above:

\_\_\_\_\_  
\_\_\_\_\_

**VIRGINIA STATE CORPORATION COMMISSION (SCC)**  
**REGISTRATION INFORMATION**

The bidder:

☐ is a corporation or other business entity with the following SCC identification number:  
\_\_\_\_\_ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐



**BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE**

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Tax Administration to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

- If you currently have a Fairfax County business license, please submit a copy with your proposal.
- Do you have an office in:      Virginia                      ☐ Yes                      ☐ No  
   Fairfax County                      ☐ Yes                      ☐ No
- Date business began/will begin work in Fairfax County

A detailed description of the business activity that will take place in Fairfax County. If business is located outside of Fairfax County, give the percentage of work actually to be done in the County

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Complete and return this form or a copy of your current Fairfax County Business License with your proposal.**

**Certification Regarding Ethics in Public Contracting**

In submitting this bid or proposal, and signing below, Bidder/Offeror certifies the following in connection with a bid, proposal, or contract:

Check one:

☐

1. I have not given any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to any public employee or official have official responsibility for a procurement transaction.

☐

2. I have given a payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to a public employee or official have official responsibility for a procurement transaction, but I received consideration in substantially equal or greater value in exchange.

If 2 is selected, please complete the following:

Recipient: \_\_\_\_\_

Date of Gift: \_\_\_\_\_

Description of the gift and its value:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of the consideration received in exchange and its value:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Printed Name of Bidder/Offeror Representative: \_\_\_\_\_

Signature/Date: \_\_\_\_\_ / \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

***This certification supplements but does not replace the requirements set forth in paragraph 64 (OFFICIALS NOT TO BENEFIT) of the General Conditions and Instructions to Bidders included in this solicitation.***

**CERTIFICATION REGARDING DEBARMENT OR SUSPENSION**

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all offerors submitting a proposal in response to this Request for Proposal:

1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Offeror shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate the contract resulting from this solicitation for default.

**Printed Name of Representative:** \_\_\_\_\_

**Signature/Date:** \_\_\_\_\_/\_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**SSN or TIN No:** \_\_\_\_\_

**Listing Of Local Public Bodies**

REFERENCE PARAGRAPH 34 OF THE SPECIAL PROVISIONS,"USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended to; a "blank" will signify a "NO" response:

	Alexandria Public Schools, VA		Manassas Park, Virginia
	Alexandria Sanitation Authority		Maryland-National Capital Park & Planning Commission
	Alexandria, Virginia		Maryland Transit Administration
	Arlington County, Virginia		Metropolitan Washington Airports Authority
	Arlington Public Schools, Virginia		Metropolitan Washington Council of Governments
	Bladensburg, Maryland		Montgomery College
	Bowie, Maryland		Montgomery County, Maryland
	Charles County Public Schools, MD		Montgomery County Public Schools
	College Park, Maryland		Northern Virginia Community College
	Culpeper County, Virginia		Omni Ride
	District of Columbia		Potomac & Rappahannock Trans. Commission
	District of Columbia Courts		Prince George's County, Maryland
	District of Columbia Public Schools		Prince George's County Public Schools
	DC Water and Sewer Authority		Prince William County, Virginia
	Fairfax County Water Authority		Prince William County Public Schools, VA
	Fairfax, Virginia (City)		Prince William County Service Authority
	Falls Church, Virginia		Rockville, Maryland
	Fauquier County Government and Schools, Virginia		Spotsylvania County Schools, Virginia
	Frederick, Maryland		Stafford County, Virginia
	Frederick County Maryland		Takoma Park, Maryland
	Gaithersburg, Maryland		Upper Occoquan Sewage Authority
	Greenbelt, Maryland		Vienna, Virginia
	Herndon, Virginia		Virginia Railway Express
	Leesburg, Virginia		Washington Metropolitan Area Transit Authority
	Loudoun County, Virginia		Washington Suburban Sanitary Commission
	Loudoun County Public Schools		Winchester, Virginia
	Loudoun County Sanitation Authority		Winchester Public Schools
	Manassas, Virginia		
	Manassas City Public Schools, Virginia		

**Complete and return this form with your proposal.**

\_\_\_\_\_  
Vendor Name

## **BUSINESS CLASSIFICATION**

### **DEFINITIONS**

**Small Business** – means a business, independently owned or operated by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

**Minority-Owned Business** - means a business concern that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

**Woman-Owned Business** – means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

**YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING THE APPROPRIATE BOXES ON THE COVER SHEET (DPSM32).** This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered work shops, government organizations, partnerships, sole proprietorships, etc.



**COUNTY OF FAIRFAX**  
**DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT**  
**SMALL AND MINORITY BUSINESS ENTERPRISE PROGRAM**  
12000 Government Center Parkway, Suite 427  
Fairfax, Virginia 22035-0013

**Fax: 703-324-3228**

**SUBCONTRACTOR (S) NOTIFICATION FORM**

Contract Number/Title: \_\_\_\_\_

Prime Contractors Name: \_\_\_\_\_

Prime Contractor's Classification: \_\_\_\_\_

You are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification of each first-tier subcontractor (ref. paragraph 33, Special Provisions). Please complete this form and return it with your submission.

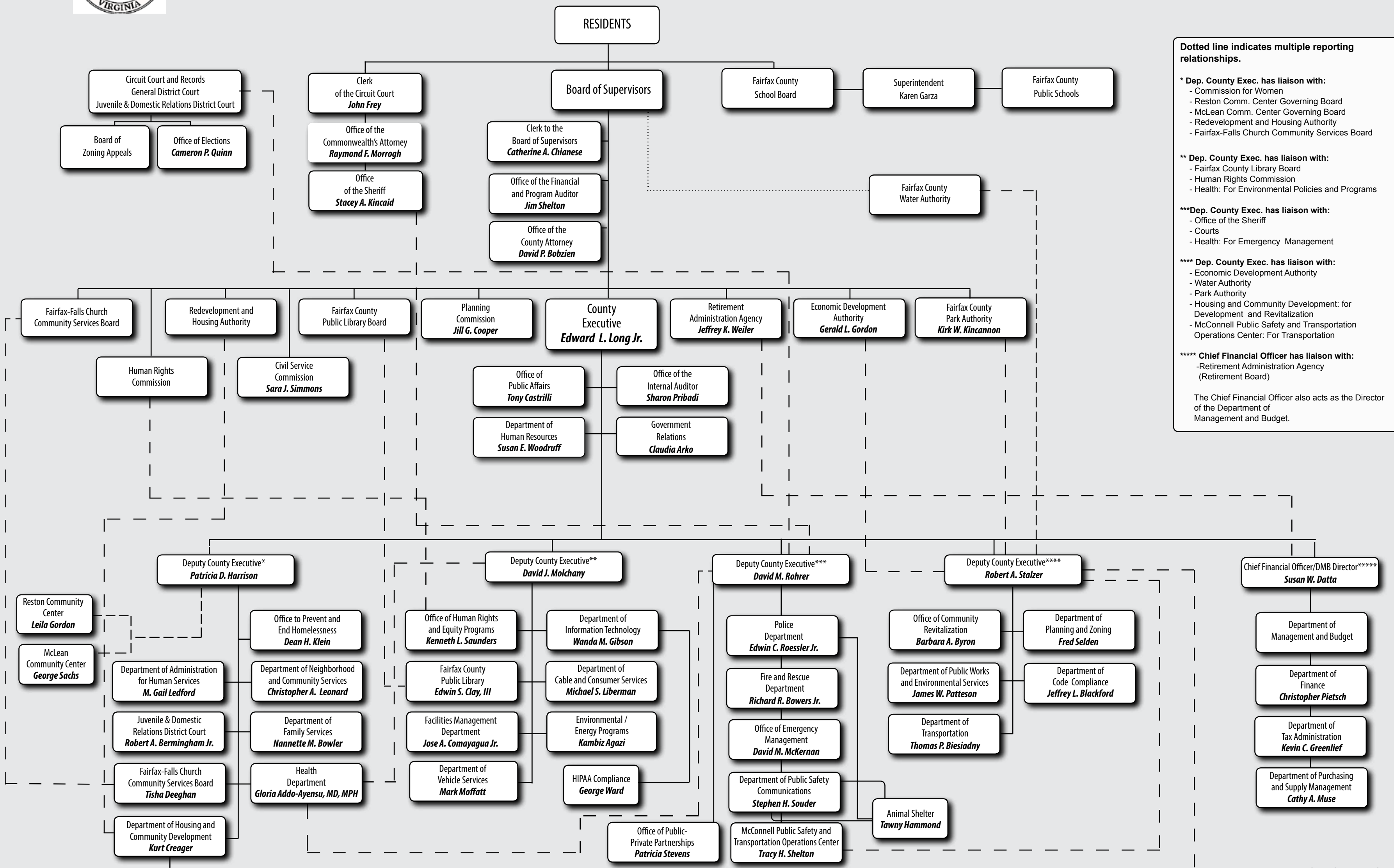
**Please check here if you are not using a subcontractor: \_\_\_\_\_**

SUBCONTRACTOR(S) NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	ANTICIPATED DOLLAR AMOUNT	VENDOR CLASSIFICATION

**Complete and return this form with your proposal.**



# Organization of Fairfax County Government



Dotted line indicates multiple reporting relationships.

\* **Dep. County Exec. has liaison with:**

- Commission for Women
- Reston Comm. Center Governing Board
- McLean Comm. Center Governing Board
- Redevelopment and Housing Authority
- Fairfax-Falls Church Community Services Board

\*\* **Dep. County Exec. has liaison with:**

- Fairfax County Library Board
- Human Rights Commission
- Health: For Environmental Policies and Programs

\*\*\* **Dep. County Exec. has liaison with:**

- Office of the Sheriff
- Courts
- Health: For Emergency Management

\*\*\*\* **Dep. County Exec. has liaison with:**

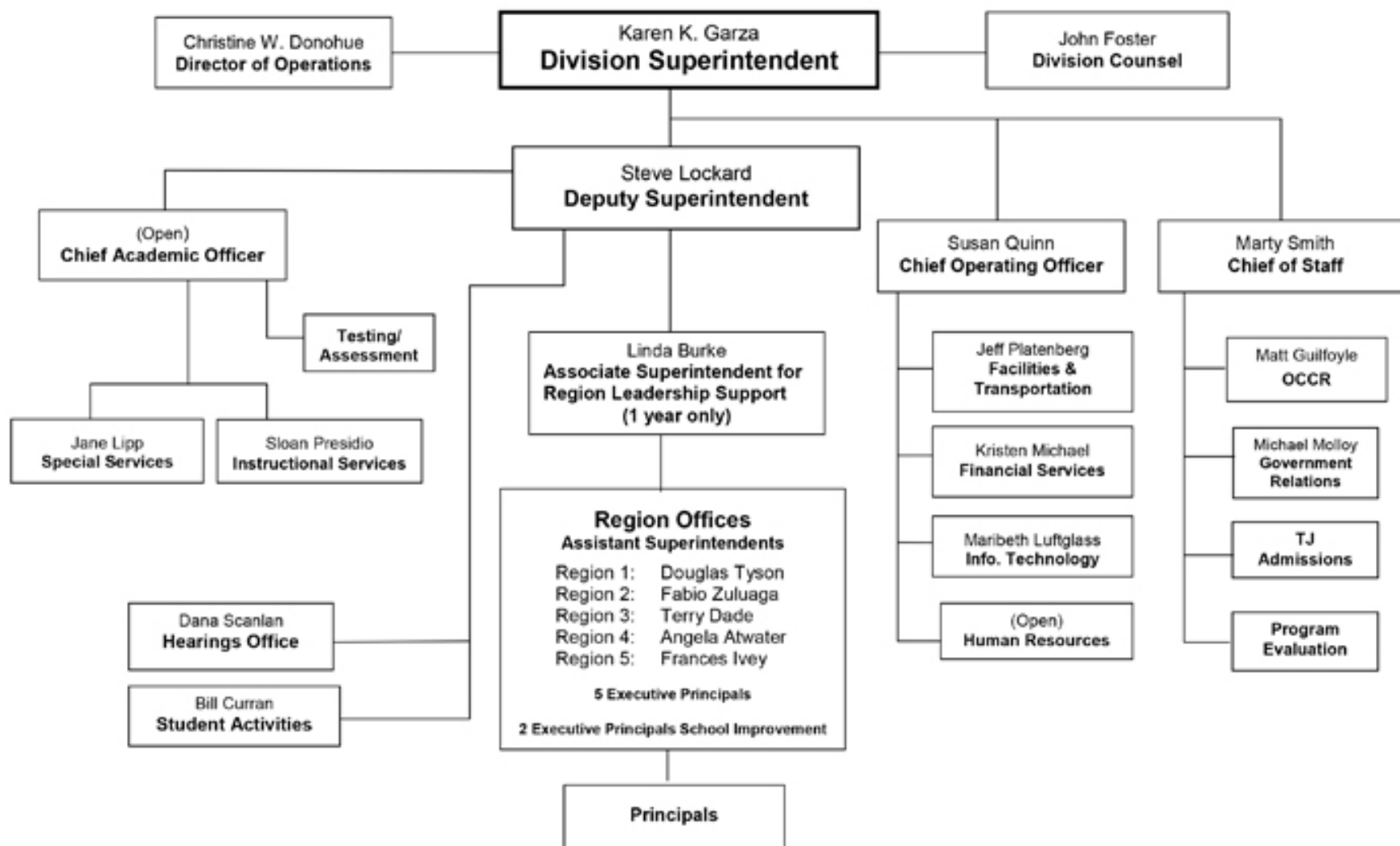
- Economic Development Authority
- Water Authority
- Park Authority
- Housing and Community Development: for Development and Revitalization
- McConnell Public Safety and Transportation Operations Center: For Transportation

\*\*\*\*\* **Chief Financial Officer has liaison with:**

- Retirement Administration Agency (Retirement Board)

The Chief Financial Officer also acts as the Director of the Department of Management and Budget.

## Fairfax County Public Schools Leadership Team Organization





**FAIRFAX COUNTY****AUDIT FINDINGS CONTROL PROCESS**

This Audit Control Process will be used by all entities being audited under the County Audit, Single Audit, as well as any Entity Audits. Any adjustments to this control process must be discussed and agreed upon by the Audit firm and the County's Audit Coordinator.

**STEP 1 – Potential Issue Fact Finding**

Communication Path: Auditor to County Agency Employee

Process: Auditor identifies any potential issues and discusses with the County Agency Employee to obtain additional information/clarification as necessary. No mention of potential finding is to be made by the Auditor at this step.

**STEP 2 – Draft Finding**

Communication Path: Auditor to County's Agency Employee and Agency Head/Activity Head with copy to the County's Audit Coordinator

Process: Auditor sends a draft finding to include the condition, criteria, cause, effect and recommendation related to the finding as well as any detail support for the exceptions noted for the County Agency to investigate further. County Agency will agree with the draft finding or provide the Auditor with additional information for consideration. *(If the matter remains unresolved, the process continues to Step 3.)*

**STEP 3 - Issue Finding for Agency Response**

Communication Path: Auditor to County's Agency Employee and Agency Head/Activity Head with copy to the County's Audit Coordinator

Process: Final version of finding is issued and Agency response requested. All findings and responses are forwarded by the Auditor to the County's Audit Coordinator for review.

**STEP 4 – Audit Status Check-Ins**

Communication Path: Audit Manager to County's Audit Coordinator

Process: The Audit Manager will communicate and discuss all audit issues with the County's Audit Coordinator throughout the process; and keep the County's Audit Coordinator apprised of the findings' status.

**STEP 5 - Preparation of Draft Agenda of Audit Status for Audit Steering Committee**

Communication Path: Audit Manager/Partner to County's Director of Finance

Process: The Audit Manager/Partner prepares a draft agenda for the Audit Steering Committee meeting (per meeting schedule as outlined in the Audit Work Plan) and meets with the County's Director of Finance and key Department of Finance staff prior to setting the final agenda.

**STEP 6- Update Audit Steering Committee**

Communication Path: Auditor to Audit Steering Committee

Process: The Auditor will report audit status to the Audit Steering Committee.

**FAIRFAX COUNTY**

**AUDIT FINDINGS CONTROL PROCESS**

**STEP 7 – Prepare Draft Management Letter/Required Communications**

Communications Path: Auditor to County’s Director of Finance

Process: The Auditor will prepare and submit the draft management letter to the County’s Director of Finance and the County’s Audit Coordinator for review.

**STEP 8 – County Finalizes Responses**

Communication Path: County’s Director of Finance and County’s Audit Coordinator to the Auditor

Process: The County’s Audit Coordinator and the County’s Director of Finance provide to the Auditor any edits for consideration or final approval of agencies’ responses for findings to be published, as applicable.

**STEP 9 – Final Management Letter/Required Communications Issued**

Communications Path: Auditor to County’s Director of Finance

Process: In addition to any Audit firm distribution requirements, copies of all required communications shall be delivered by the Auditor to the County’s Audit Coordinator and appropriate entities (e.g., Fairfax County Public Schools, Fairfax County Park Authority) for distribution.

**STEP 10 – Corrective Action Follow-up (as needed)**

Communications Path: County agencies to County’s Audit Coordinator

Process: The County’s Audit Coordinator and designated Department of Finance staff will monitor corrective actions implemented by departments with reported findings.

**FAIRFAX COUNTY****AUDIT FINDINGS CONTROL PROCESS****DEFINITIONS**

Agency/Activity Head	A supervisor of an activity below Department Director level.
Audit Manager	Management Representative from Contracted Audit Firm
Audit Steering Committee	A group of senior County managers that meet regularly to monitor the progress of ongoing audits and to address emerging issues.
County Agency Employee	Employee representative for a particular program, process or entity under audit.
County Audit	Independent external audit of all of the County's departments/activities reported in the Comprehensive Annual Financial Report (CAFR).
County's Audit Coordinator	Department of Finance, Financial Reporting Division Chief
Entity Audit	Independent external audit of a department, activity, or grant program that is in addition to the County Audit.
Management Letter	Information provided by the External Audit Staff intended to improve the internal control structure and/or increase the efficiency of the County's financial operations.
Single Audit	A federally mandated independent external audit of federal award programs.

Fairfax County Government Fund Structure  
(per 2014 CAFR)  
Updated: August, 2015

Type of Funds	Business Area/Entity	Fund Name
Governmental Funds	Primary Government (County)-1000	General Fund Consolidated Community Funding Pool Fund Contributory Fund Northern Virginia Regional Identification System (NOVARIS) Information Technology Fund
Special Revenues Funds		County Transit Systems Fund Dulles Rail Phase I Transportation Improvement District Dulles Rail Phase II Transportation Improvement District County and Regional Transportation Projects Metrorail Parking System Pledged Revenues Tyson Service District Fund Federal/State Grant Fund Cable Communications Fund Fairfax-Falls Church Community Services Board Fund Reston Community Center Fund Mosaic Community Development Authority Fund McLean Community Center Fund Burgundy Village Community Center Fund E-911 Fund IntegratedPest Management Program Fund Stormwater Services Fund Leaf Collection Fund Refuse Collection and Recycling Operations Fund Refuse Disposal Fund Energy Resources Recovery Facility Fund I-95 Refuse Disposal Fund Community Development Block Grant Fund Housing Trust Fund HOME Investment Partnership Grant Fund Alcohol Safety Action Program Fund
Debt-Service Funds		Debt-Service Fund
Capital Projects Funds		Contributed Roadway Improvement Fund Library Construction Fund County Construction Fund Capital Renewal Construction Fund Transportation Improvements Fund Pedestrian Walkway Improvements Fund Metro Operations and Construction Fund Public Safety Construction Fund Commercial Revitalization Program Fund Pro Rata Drainage Construction Fund Housing Assistance Program Fund The Penny for Affordable Housing Fund
Proprietary Funds: Enterprise Funds	County-1000	Integrated Sewer System
Internal Service Funds		Vehicle Services Fund Self-Insurance Fund Document Services Fund Technology Infrastructure Services Fund Health Benefits Fund
Fiduciary Funds	County-1000	Pension Trust Funds OPEB Trust Fund Sanitary Reimbursement Fund Special Warfare Fund State Taxes Fund Route 28 Fund Lake Barcroft Fund Toll Road Violations Fund
<b>Discretely Presented Component Units</b>		
Governmental Funds	Fairfax County Public Schools -2000	General Fund Capital Projects Fund Food and Nutritional Services Fund Grants and Self- Supporting Programs Fund Infrastructure Construction Adult and Community Education Fund
Internal Service Funds		Health Benefits Trust Fund Insurance Fund
Fiduciary Funds		Pension Trust Fund OPEB Trust Fund Student Activity Fund
Enterprise Funds	Fairfax County Redevelopment and Housing Authority - 3000	Primary Government Funds Component Units of Housing - Limited Partnerships
Governmental Funds	Fairfax County Park Authority - 4000	General Fund (Financed from County General Fund) Park Revenue Fund Financed from County Construction Fund Park Construction Bond Fund Park Capital Improvement Fund
Governmental Funds	Fairfax County Economic Authority - 5000	General Fund (Financed from County General Fund)

**STAFFING TIME ESTIMATES (SAMPLE FORMAT)**  
**Time Allocation By Audit Task (In Hours)**

Entity	Partner	Manager	Supervisory Staff	Audit Staff	Total	% of Total Hours
<b>Audited Financial Statements:</b>						
Primary Government (including Single Audit)						
Public Schools						
Integrated Sewer System						
Park Authority						
Economic Development Authority						
County Retirement Systems (ERS, URS, & PORS)						
Public Schools Retirement System (ERFC)						
Redevelopment & Housing Authority (including all five project audits)						
Rt. 28 Highway Improvement District						

**Agreed Upon Procedures:**

Rt. 28 Highway Improvement District						
Inmate Canteen and Other Auxiliary funds						
Audit of Circuit Court Clerks						
Landfill and Solid Waste Transfer Facility						
Total Recurring Hours						
Start-up FY 2016 Hours						

**STAFFING TIME ESTIMATES (SAMPLE FORMAT)**  
**Time Allocation By Audit Phase (In Hours)**

<b>Phase</b>	<b>Partner</b>	<b>Manager</b>	<b>Supervisory Staff</b>	<b>Audit Staff</b>	<b>Total</b>	<b>% of Total Hrs</b>
Planning						
Interim						
Final						
Reporting						
Total Recurring Hours						
Start-Up FY 2016 Hours						

**Fairfax County DEPARTMENT OF INFORMATION TECHNOLOGY**  
**IT Services Provider CONSULTANT/CONTRACTOR AGREEMENT**  
**CONCERNING ACCESS TO AND USE OF INFORMATION SYSTEMS AND COMMUNICATIONS TECHNOLOGY**  
**AT FAIRFAX COUNTY, VIRGINIA**

I / this firm \_\_\_\_\_ working as a consultant/contractor/services provider for Fairfax County Government with access to county technology and communications systems, recognize my/our firm's legal and ethical obligation to conduct work on any Fairfax County information or communications system using computer hardware and devices, and/or software (programming languages, operating systems, databases, third party applications software (COTS) and Web based or 'cloud' applications), system utilities, security solutions, monitoring systems, and, data or voice communications software and electronics, Internet capabilities, etc., and county data/content herein referred to as 'technology', in a responsible manner and within the guidelines of the County's IT Security Policy and/or firm's contract. My/our purpose in using computer based technology is to perform work for the Fairfax County Department of Information Technology (DIT) in support of Fairfax County Government, and therefore we are subject to the standards, IT Security and Privacy policies, and ethics and behavior policies of Fairfax County Government. As a condition for and in consideration of being given access to the computer systems, data, the network, internet, and, Fairfax County computer center(s), IT galleries, server rooms, network core facilities, third party hosting centers, and 'clouds' where county services are provided, I/we agree that:

I/our firm possess the professional credentials that I or my firm has represented in my being hired to perform my/our duty and assignments, and that I/our firm representatives have successfully passed a certifiable criminal background check. Certain systems/data may require SECRET Clearance as defined by the U.S. Government.

I/our firm will not use Fairfax County technology systems to access any information available or acquired from the technology systems for any reason except for purposes directly related to our job assignments and responsibilities as defined by my/my firm's contract and assignment with the County. I/we will not use Fairfax County technology systems to disclose any information available or acquired from Fairfax County systems for any reason except for purposes directly related to my/my firm's contract and job assignments and responsibilities for such use as defined by DIT. I/we understand that any work I/we perform for Fairfax County that develops systems, logic, or data is the property of Fairfax County, and I/we cannot take or send such products without express permission of appropriate Fairfax County authority. I/we understand that a user agency may ask me/ my firm to sign a separate agreement relating to the privacy and security of the information that a user agency administers, such as for HIPAA, PII, or other.

I/ our firm will use vendor provided software and/or utilities only in accordance with such provisions as may have been agreed to between such vendor and Fairfax County. I/we will not deliberately violate any copyright laws or agreements states or implied in my/our use of the software. I/we recognize that to do so makes me/my company liable for any applicable penalties and may lead to my/our firm's immediate dismissal from the County's engagement.

I/our firm further understands that the deliberate misuse of Fairfax County technology and/or software, which results in the change, damage or destruction of County systems, programs, and/or data is considered destruction of County property and may be considered a breach of contract and/or a criminal offense. I/we understand that I and/or our firm may be liable to include immediate release from the engagement for breach of the Fairfax County IT Security Policy, and possible prosecution for my/this firms actions in the destruction of County property. I/we further understand and recognize that there are criminal penalties for misusing government information and for the improper use of government information.

**I/we have completely read and fully understand the terms of this agreement and accept these terms.**

\_\_\_\_\_  
 Name of Firm

\_\_\_\_\_  
 Consultant/Representative Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Firm Authorized Representative

\_\_\_\_\_  
 Date

**I accept this agreement on behalf of Fairfax County, Virginia.**

\_\_\_\_\_  
 ISO

\_\_\_\_\_  
 Date